

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

In re: ) Case No. 21-13273  
 )  
Kenneth & Heather Novak, ) Judge Jessica E. Price Smith  
 )  
Debtors. ) Chapter 7 Case  
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David O. Simon, Chapter 7 Trustee ) Adv. No.  
3659 Green Road, Suite 106 )  
Beachwood, OH 44122-5715, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Turnbull Law Group, LLC )  
c/o Christopher T. Turnbull, )  
Statutory Agent/Manager )  
211 W. Wacker Drive, Suite 900 )  
Chicago, IL 60606, )  
 )  
Defendant. )

**COMPLAINT TO AVOID AND RECOVER FRAUDULENT TRANSFERS**

**JURISDICTION**

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§157(a) and 1334 and Local General Order Number 2012-7, dated April 4, 2012.
2. This proceeding is a core proceeding pursuant to the provisions of 28 U.S.C. §157(b)(2)(A), (E), (H), and (O)

3. David O. Simon is the duly appointed, acting and qualified trustee in this case which was commenced by the filing of a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on September 25, 2021.
4. To the extent that the matters herein are determined not be core proceedings, they are related to the bankruptcy case referenced above and Plaintiff consents to the referral of this adversary proceeding to the Bankruptcy Judge to hear and determine and to enter appropriate orders and judgments, subject to review under 28 U.S.C. §158.

### **COUNT I**

6. Prior to the commencement of this bankruptcy case and in or around April, 2020, the Debtors entered into a contract with Defendant pursuant to which Defendant was to provide “debt settlement services” to the Debtors.
7. According to the Debtors’ testimony, schedules and documents provided, Debtors paid the total sum of \$16,576.00 to Defendant.
8. It is the Trustee’s belief, based upon the Debtors’ testimony, that the Defendant did not provide the services as promised and was unable to reduce Debtors’ debt owed to creditors.
10. Defendant failed to assist the Debtors in negotiating settlement of unsecured debt and Debtors ultimately had no choice but to file for relief in the Bankruptcy Court.
11. Debtors were damaged as a result of the Defendant’s failure to perform according to the terms of its contract.

## **COUNT II**

12. During the period April, 2020, through August, 2021, Debtors transferred the amount of \$16,576.00 to Defendant pursuant to a contract for debt settlement services.
13. Upon information and belief, Debtors did not receive a reasonably equivalent value in exchange for the foregoing transfers.
14. The Debtors were insolvent at the time of the foregoing transfers, or Debtors became insolvent as a result of the transfers.
15. The transfer were fraudulent conveyances pursuant to the provisions of 11 U.S.C. §548 and/or Chapter 1336, Ohio Revised Code.

WHEREFORE, the Plaintiff, David O. Simon, Chapter 7 Trustee, prays for an award of damages for breach of contract as set forth in Count I in the amount of \$16,576.00 or, in the alternative, on Count II that the transfers to the Defendant by the Debtors in the amount of \$16,576.00 were avoidable fraudulent transfers pursuant to the provisions of 11 U.S.C. §548 and/or Chapter 1336, Ohio Revised Code, and are recoverable from the Defendant pursuant to 11 U.S.C. §550, together with interest and costs of this action.

*/s/ David O. Simon*

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David O. Simon, #0006050  
D.O. Simon Company LPA  
3659 Green Road, Suite 106  
Beachwood, OH 44122-5715  
(216) 621-6201 Fax (888)467-4181  
[david@simonlpa.com](mailto:david@simonlpa.com)  
Attorney for Plaintiff